

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and Lakes & Pines CAC, Inc., Address: 1700 Maple Ave E, Mora, MN 55051, hereafter referred to as Contractor, enter into this agreement for the period from January 1, 2018, to December 31, 2018.

WHEREAS, Aitkin County Health and Human Services wishes to purchase Family Resource Specialist services.

WHEREAS, the Contractor is an autonomous Community Action Program and is qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Department and Contractor agree as follows:

I SERVICES TO BE PROVIDED OR PURCHASED

The Department agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.

II COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10th of each month in the approved format detailing services provided in the prior month. Payment by the Department to Contractor will be by the end of the month and will be based on actual billing.

III DELIVERY OF CARE AND SERVICES:

Except as otherwise provided herein, Contractor shall maintain in all respects its present control over and autonomy with respect to:

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at Lakes & Pines CAC, Inc. office for audit purposes.

liability insurance policy in the amount of \$1,000,000.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

The Contractor certifies that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 228.70 and 74.159 (4).

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements


IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (Lakes and Pines C.A.C, Inc.) have executed this agreement as of the day and year first above written:

BY: _____
Mark Wedel, Chairperson
Aitkin County Board of Commissioners

DATE: _____

BY: _____
Cynthia Bennett, Director
Aitkin County Health & Human Services

DATE: _____

BY: 
Bob Benes, Executive Director
Lakes and Pines C.A.C, Inc.

DATE: 12-22-17

APPROVED AS TO FORM AND EXECUTION

BY: _____
James Ratz, Aitkin County Attorney

DATE: _____